

BILL NO. S-73-03-18

SPECIAL ORDINANCE NO. S-3578

AN ORDINANCE approving a contract with HALL SIGNS, INC. for sign posts of various weight and length to be used for the installation of Uniform Traffic Control signs and guides.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain contract approved February 26, 1973, between the City of Fort Wayne by and through its Mayor and the Traffic Engineering Department, and HALL SIGNS, INC., for:

2,700 U Channel Sign Posts \$11,403.00

all as more particularly set forth on Purchase Order No. as required, which is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Hinga
Councilman

APPROVED AS TO FORM
AND LEGALITY.

Paul B. [Signature]
CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 3-27-73

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

| | AYES <u>9</u> | NAYS <u>0</u> | ABSTAINED _____ | ABSENT _____ to-wit: |
|-------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| BURNS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HINGA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KRAUS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MOSES | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NUCKOLS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, D. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, V. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STIER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TALARICO | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATE: 4-10-73

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-35-73 on the 10th day of April, 1973.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Wingo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of April, 1973, at the hour of 6:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of April, 1973, at the hour of 3:30 o'clock P. M., E.S.T.

Sam A. Loran
MAYOR

Bill No. S-73-03-18

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving a contract with HALL SIGNS, INC. for sign

posts of various weight and length to be used for the

installation of Uniform Traffic Control signs and

guides.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga

John Nuckols

James S. Stier

Samuel J. Talarico

Paul M. Burns

DATE 4-10-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

memo from

Purchasing Department

March 2, 1973

Board of Public Safety
9th Flr., City-County Bldg.
One Main St., Ft.Wayne , Ind. 46802

Attn: Tom Casaburo

Ref: Bid No. 503

Attached copy of successful bidder.

Hall Signs, Inc.

(As Required)

1,700 "U" Channel Sign Post.

Attached tabulation sheet.

Letty

House Memorandum

To A.T. DEMETROFF - DEPT. OF PURCHASE Date 26TH FEBRUARY 73
From WALT STOUT - TRAFFIC ENGINEERING
Subject BID REF # 503 "U" CHANNEL SIGN POSTS

COPIES TO:

PLEASE BE ADVISED THE ATTACHED BIDS HAVE
BEEN REVIEWED BY OUR OFFICE. WE ARE
REQUESTING THE BID BE AWARDED TO HALL
SIGNS INC. OF BLOOMINGTON, IND.
THANK YOU.

WALT STOUT
TRAFFIC ENGINEERING

HALL SIGNS INC. IS LOW BIDDER

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Readers, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as indicated, to submit proposals to the department in plain English. Proposals shall include all charges for delivery, handling, etc. Address your reply as indicated below.

Send all replies and correspondence, etc. to P.O. of

A.T. Demetroff (Telephone 423-7037)
DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

RETURNED FOR DELIVERY TO:

Department Traffic Engineering Operations
or Division 1710 S. Lafayette St.
Address Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday, February 22, 1973 at 10:00 A.M.
Time of Bid

NOTE: THIS CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34000. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.
TAX EXEMPT (Unless otherwise indicated)

| Unit | Materials, Supplies, Equipment or Services | Unit Price | Amount |
|-------|---|------------|-----------|
| 2,700 | "U" Channel Sign Post Per specifications enclosed. | | \$11,403. |

Performance Bond ☐ NO ☒ YES 5% of Bid
See instruction item No. 10 on reverse side hereof.
Require % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions therein, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

HALL, SIGNS, INC.

By Walter N. Hall President

Address Box 31, Bloomington, Ind. 47401

Page 1 of 9

Ref. No. 503

Date February 2, 1973

Date wanted

As Required

Fund
Appropriation No. 1-4-44

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.h.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19 _____ as follows:
Board-Commissioner Dept. of Purchasing, etc.
Rejected _____ Date _____ 19 _____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR TRAFFIC SIGN POSTSDESCRIPTION:

Posts, as designated herein, are metal posts, galvanized finish, without anchor plates (unless specified), and intended to be used as supports for signs.

REQUIREMENTS:

1. Material

Posts shall be of either open hearth or bessemer steel, rolled from new billets or standard tee-rails, with a minimum tensile strength of 80,000 psi.

2. Section.

Posts shall be of a uniform, modified, flanged channel or "U" section such that the area of contact between the post and sign is symmetrical with the vertical axis of both sign and post. The back side of each sign post shall be formed in such manner so as to facilitate a back to back mounting. In any case, the bearing surface on the back of the post shall be flat. If a rib-back post is to be supplied the bearing surface is the rib and must be flat with added ribs, one on each channel flange.

The minimum dimensions of sign posts shall be as follows:

| <u>Weight Per Ft.</u> | <u>Width of Flange Face</u> | <u>Width at Back</u> | <u>Depth from face of Flange to top of the back</u> |
|---------------------------|---------------------------------|--------------------------|---|
| 2 lb. | 3 1/16 inches | 1 1/16 inches | 1 3/8 inches |
| 3 lb. | 3 1/2 inches | 1 1/4 inches | 1 5/8 inches |
| 4 lb. | 3 1/2 inches | 1 17/64 inches | 1 5/8 inches |

3. Weight

The minimum weight of each post, before holes are punched, shall be 2.0, 3.0 or 4.0 pounds per foot, as specified, for sign posts. There may be a weight tolerance of + 3.5%.

4. Length

The length shall be from 7' to 20' ft. as specified, with a length tolerance of one inch.

5. Punching.

Sign posts shall be punched with fifty-eight 3/8 inch holes on the centerline, spaced on 1 inch centers beginning 1 inch from the top, and the remaining length of the post shall be punched with 3/8 inch holes on 2 inch centers.

6. Fabrication.

The finished posts shall be straight and have a smooth uniform finish, free from cracks, flaws, injurious seams, laps, blisters, ragged sharp and imperfect edges or other defects affecting their strength, durability or appearance. Bolt holes of the diameter specified shall be accurately spaced vertically and center horizontally, so that holes will register for back to back application. All holes, cut off ends shall be free from burr.

7. Finish.

The finish shall be galvanized as specified.

7 (a) Galvanized Finish.

Galvanizing shall conform with ASTM specification A123. It shall be the final process after all fabrication and punching has been completed. The zinc coating shall withstand a minimum of 8 one minute dips in the standard prece solution (AASHTO designation T66.)

8. Packaging.

POSTS SHALL BE SECURELY WIRED OR STRAPPED IN BUNDLES CONTAINING 5 POSTS. The posts shall be nested and fastened in such a manner that they will not slip in shipping to prevent the bundles from rubbing against each other and causing damage. Excessive damage to the finish in shipping will cause for rejection of the damaged posts.

9. Samples and Tests.

A sample for testing, consisting of 1 post, complete with attached anchor plate if specified, shall be submitted for each 500 posts, or fraction thereof in any shipment.

When tested in its weakest position as a simple beam on supports 24 inches apart, a 2 pounds per foot post less than 9 feet in length shall sustain a load of 1000 pounds at the center of the span, and a post 9 feet or more in length shall sustain a load of 1,500 pounds applied at the center of the span with a deflection at that point, in either case, of not to exceed 0.16 inch. One minute after removal of the applied load, the deflection of the span shall not exceed 0.1 inch when tested in its weakest position as a simple beam on supports 24 inches apart, the posts, according to size, shall sustain a load applied at the center of the span, as follows:

Posts, 3.0 lbs./ft.- 2000 lbs.

Posts, 4.0 lbs./ft.- 3000 lbs.

with a load applied, the deflection at that point shall not exceed .16 inches. One minute after removal of the applied load, the deflection shall not exceed 0.10 inches.

A certified inspection report may be required, at the option of the Engineer, in lieu of prescribed tests.

The City of Fort Wayne, and the office of City Traffic Engineer shall not be held to ordering the maximum amounts in the estimated needs, nor shall they be held to ordering ALL items specified per the Legal Notice pertaining thereto.

OPTIONAL RENEWAL

By mutual agreement between the City and the Contractor, the Contract period may be extended for an additional period not to exceed (1) One year. However, the agreement to extend must be completed in writing not less than (15) fifteen days prior to January 1st., 1974. The contract may be extended only at the same price and under the same conditions governing the original contract. Estimated requirements for the optional renewal period herein are estimated to approximate the estimated quantities set forth in the initial contract period; however, as provided above, the estimated amount shall in no way govern the amount required during any optional renewal period.

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein which may be required by the Traffic Engineering Department of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the City as needed and ordered beginning on the date of the contract award and ending December 31, 1973. Each release for delivery shall be evidenced by a regular purchase order issued by or on behalf of the using department. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within thirty (30) days after date of purchase order.

PRICING-INVOICING:

The bidders' prices shall include all delivery charges and be submitted in the bidders proposal section included herein. Invoices must be submitted to the using department together with the City's standard claim form for that department.

STEEL GALVANIZED SIGN POSTS
PER SPECIFICATIONS ENCLOSED

Estimated Requirements (12 months Basis)

Bidders Proposal Section

| Weight, lbs. Per Foot | Lengths | Quantity | Price Each F.O.B. Fort Wayne | Total |
|--------------------------|---------|----------|------------------------------------|---------|
| 3 | 12'0" | 700 | 5.89 | 4123.00 |
| 2 | 12'0" | 1,000 | 3.99 | 3990.00 |
| 2 | 10'0" | 1,000 | 3.29 | 3290.00 |

Our bid based on furnishing all 3 items.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Monroe

COUNTY

} SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Wayne HallWayne Hall, President

Bidder or Agent

For HALL SIGNS, INC.

Firm or Corporation

Subscribed and sworn to before me this 16 day of February, 1923

My Commission Expires

9-23-25Sharon Frankhouse

REQUEST FOR PUBLICATION

| |
|------------|
| News |
| Sentinel X |
| Journal |
| Gazette X |
| Other |

DATE February 2, 1973

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Traffic Engineering Operations
1710 S. Lafayette St
Address Fort Wayne, Indiana 46802

Department of Purchases
City of Fort Wayne

By C. T. [Signature]BIDS WANTED - REFERENCE NO. 503

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One East Main Street, Room
470 222, Fort Wayne, Indiana, until 10:00 A.M., Thursday, February 22, 1973
for the following items:

"U" Channel Sign Post

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By ANN A.T. DEMETROFF
Director of Purchases

| INSERT 1st RUN | REPEAT 2nd RUN | Type of Advertising Required |
|----------------|----------------|------------------------------|
|----------------|----------------|------------------------------|

February 8, 1973

February 15, 1973

LEGAL NOTICE X

PROPOSAL AND BID SURETY FORM**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of..... Five Percent (5%) of Bid

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No.

in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

HALL SIGNS, INC.

Name of Bidder—Print or Type

By

Wayne Hall

Signature of Person Authorized to Sign

Title

President

3000 West Third Street

Street Name and Number

Bloomington, Indiana 47401

City, State and Zip Code

Date

February 12, 1973

U. S. FIDELITY & GUARANTY CO.

Name of Company—Print or Type

Incorporated

Maryland

In the State of:

Address

Baltimore, Maryland

By

James P. Matthew

Sign on this Line

SURETY

Witnessed by:

Franklin R. Litz

GENERAL POWER OF ATTORNEY

No. 90881

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
C. M. White, Scott P. Mahan, James P. Matthews and Paul V. White

of the City of **Bloomington**, State of **Indiana**
 its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said **C. M. White** and the said **Scott P. Mahan** and the said **James P. Matthews** and the said **Paul V. White**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **23rd** day of **January**, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**
 Vice-President.

(SEAL) (Signed) **J. E. Dallam**
 Assistant Secretary.

STATE OF MARYLAND, }
 BALTIMORE CITY, }

On this **23rd** day of **January**, A. D. 1970, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970.

(SEAL) (Signed) **Herbert J. Aull**
 Notary Public.

STATE OF MARYLAND, }
 BALTIMORE CITY, }

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **23rd** day of **January**, A. D. 1970

(SEAL) (Signed) **Robert H. Bouse**

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **William K. McCardell**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. M. White, Scott P. Mahan, James P. Matthews and Paul V. White

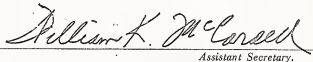
of **Bloomington, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

2-12-73

(Date)



Assistant Secretary.

Sign & Posts

NO B.D

N.C.A.: O.K.
BIDAN: O.K.

[illegible]

N.C.A.: D.K
BND BND: 592.50

1,000

| | |
|------|---------|
| 3.50 | 3500.00 |
|------|---------|

DISCOUNT%
2% 9/10 DAYS

NO B/D

HALL SIGNS

N.C.A. : O.K.
BIB BOND : O.K.

STELLO Prod.

N.C.A. : O.K.
B.M. B.M. : O.K.

TERMS

[illegible]

DIGEST SHEET*Finance* 0-35-23
73-03-18TITLE OF ORDINANCE Contract approval "U" Channel Sign Posts-Hall Sign, Inc.DEPARTMENT REQUESTING ORDINANCE Traffic Engineering DepartmentSYNOPSIS OF ORDINANCE Purchase of 2,700 sign posts of various length and weight
to be used for the installation of Uniform Traffic Control Signs and Guides.

EFFECT OF PASSAGE Will conform to Federal requirements regarding "Uniform
Traffic Control Devices" installation. To be effective -
all Traffic Control Signs must be properly and securely installed. With a
properly designed post placement and maintenance, costs are held to a minimum.
Proper type posts also reduce vandalism.

EFFECT OF NON-PASSAGE Failure to conform to Federal requirements regarding
"Uniform Traffic Control Devices" would disqualify
the City for future Federal funding. Improperly installed signs could not be legally
enforced. Without proper Sign Posts the method of installing Traffic Control Signs
becomes impossible.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Item #1. 1,000 2 lb. 12 ft.@ \$3.99 = \$3,990.00 Board of Public WorksItem #2. 700 3 lb. 12 ft.@ \$5.89 = \$4,123.00 Board of Public SafetyItem #2. 1,000 2 lb. 10 ft.@ \$3.29 = \$3,290.00 Board of Public SafetyASSIGNED TO COMMITTEE (J.N.) Finance Wiley

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

| | |
|---|--------------------------------|
| BILL NO. | <i>11-73-03-18</i> |
| ORDINANCE NO. | |
| <input checked="" type="checkbox"/> REGULAR SESSION | <i>3-27-73</i> |
| SPECIAL SESSION | |
| APPROVED AS TO FORM AND LEGALITY | <i>Keller</i> |
| BILL WRITTEN BY | |
| DATE INTRODUCED | <i>3-27-73</i> |
| REFERRED TO SAID STANDING COMMITTEE | <i>Hinga</i> <i>Finance</i> |
| REFERRED TO CITY PLAN | |
| LEGAL PUBLIC HEARING | |
| LEGAL PUBLICATION | |
| JOINT HEARING | |
| DEPARTMENT HEARING | |
| HOLD FILE | |
| <input checked="" type="checkbox"/> PASS | <i>4-10-73</i> |
| DO NOT PASS | |
| WITHDRAWN | |
| SUSPENSION OF RULES | |
| PRIOR APPROVAL | |
| ORDINANCE TAKEN OUT OF OFFICE | |
| OTHER INSTRUCTIONS REGARDING ORDINANCE | |
| CORRECTIONS MADE TO ORDINANCE | |
| PEOPLE SPEAKING FOR ORDINANCE | |
| PEOPLE SPEAKING AGAINST ORDINANCE | |

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | COMMITTEE SHEET |
| <input checked="" type="checkbox"/> | VOTE SHEET |
| <input checked="" type="checkbox"/> | PURCHASE ORDERS |
| <input checked="" type="checkbox"/> | <i>Specifications</i> |
| <input checked="" type="checkbox"/> | BIDS |
| | ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM |
| | LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY |
| | COMMUNICATIONS FROM <i>Properly</i> |
| | ZONING MAPS |
| | <i>Information for Bids</i> <i>Power of Attorney</i> <i>Abstracts of Deeds</i> |
| | <i>Request for publication</i> TITLES - <i>Survey forms</i> |
| | PRIOR APPROVAL LETTER |

COUNCILMAN'S VOTE

| | 9 | | |
|------------|-------------------------------------|------|--------|
| | AYES | NAYS | ABSENT |
| BURNS | <input checked="" type="checkbox"/> | | |
| HINGA | <input checked="" type="checkbox"/> | | |
| KRAUS | <input checked="" type="checkbox"/> | | |
| MOSES | <input checked="" type="checkbox"/> | | |
| NUCKOLS | <input checked="" type="checkbox"/> | | |
| D. SCHMIDT | <input checked="" type="checkbox"/> | | |
| V. SCHMIDT | <input checked="" type="checkbox"/> | | |
| STIER | <input checked="" type="checkbox"/> | | |
| TALARICO | <input checked="" type="checkbox"/> | | |

COMMENTS: